			OMB App	proval #: 2700-0042		
AMENDMENT OF SOLICITATION	MODIFICATION OF CON	TRACT		1. CONTRACT ID CODE 08	PAGE OF PAGES 1 2	
NDMENT/MODIFICATION NO.	3. EFFECTIVE DATE 2003	4. RI	4. REQUISITION/PURCHASE REQ. NO. 5. PROJEC See Page 1.a			
the code BY CODE	PS22-P		•	RED BY (If other than Item 6)	CODE	
Procurement Office George C. Marshall Space Flight National Aeronautics and Space	Administration	1	MSFC A 256-544	dm: PS22-P/Carol Te -6710	errell	
Marshall Space Flight Center, Al	35812			D INVOICE PAYMENT INFOR	<u> </u>	
8. NAME AND ADDRESS OF CONTRACTOR (No	., street, county, State, and Zip Code)		(₹)	9A. AMENDMENT OF SOLI	CITATION NO.	
Al Signal Research, Inc. 3411 Triana Blvd SW				9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CO	ONTRACT/ORDER NO	
Huntsville, AL 35805				NAS8-02047	ONTRACT/ORDER NO.	
			Χ	11/400-02047		
				10B. DATED (SEE ITEM 13,		
	CODE 004R1			02/15/02		
11. THIS	ITEM ONLY APPLIES TO	AMENDN	IENTS (OF SOLICITATIONS		
The above numbered solicitation is amended Offers must acknowledge receipt of this amendment						
(a) By completing Items 8 and 15, and returningseparate letter or telegram which includes a reference PLACE DESIGNATED FOR THE RECEIPT OF OFF amendment you desire to change an offer already su and this amendment, and is received prior to the open	e to the solicitation and amendment n ERS PRIOR TO THE HOUR AND DA ubmitted, such change may be made b ening hour and date specified.	umbers. FAI TE SPECIFIE	LURE OF Y ED MAY RE	OUR ACKNOWLEDGEMENT SULT IN REJECTION OF YOU	TO BE RECEIVED AT THE JR OFFER. If by virtue of this	
12. ACCOUNTING AND APPROPRIATION DATA (See Page 1.a	If required)				•	
13.	THIS ITEM APPLIES ONLY TO MODI					
A. THIS CHANGE ORDER IS ISSUED PU TEM 10A.	IT MODIFIES THE CONTRACT/ORDE RSUANT TO: (Specify authority) THE	CHANGES	SET FORT	H IN ITEM 14. H IN ITEM 14 ARE MADE IN T	HE CONTRACT ORDER NO. IN	
B. THE ABOVE NUMBERED CONTRACT/ date, etc.) SET FORTH IN ITEM 14, PURSI	JANT TO THE AUTHORITY OF FAR	43.103(b).		CHANGES (such as changes	in paying office, appropriation	
C. THIS SUPPLEMENTAL AGREEMENT X FAR 43.243-2 "Changes-Cost			OF	·		
OTHER (Specify type of modification and au	uthority					
E. IMPORTANT: Contractor ☐ is not, ☒						
14. DESCRIPTION OF AMENDMENT/MODIFICAT	ION (Organized by OCF section nead	ıngs, ıncıuaın	g solicitatio	n/contract subject matter where	e reasidie.)	
Negotiated Prov. <u>Est. Cost</u> <u>Est. Cost</u>		entive]	Inearned incentive lee*	Contract <u>Value</u>	Total Sum Allotted	
Previous \$12,908,076 \$1,739,479 This Mod \$75,216 0 New Total \$12,983,292 \$1,739,479	\$ 75,216 \$ 4,513	\$127,464 \$ <u>0</u> \$127,464	\$2,601 <u>\$ 0</u> \$2,601	\$15,225,030 \$ 79,729 \$15,304,759	\$10,104,047 <u>\$ 1,153,401</u> \$11,257,448	
See Page 2 for description. *Unearned Fee is lost and therefor contract value has been reduced except as provided herein, all terms and conditions of	by this amount in total to re	eflect the r 10A, as her	contract	value as stated abov	e. in full force and effect.	
5A. NAME AND TITLE OF SIGNER (Type or print)	•	16A. NAI	ME AND TIT	TLE OF CONTRACTING OFFI	CER (Type or print)	
			I L. Swe		Lago DATE COMP	
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNED			ES OF AMERICA	16C. DATE SIGNED	
nature of pareon authorized to sign)	:	1		SIGNED BY	MAY 2 1 2003	

30-105

<u>DCN</u>

Appropriation

Amount

4200011417	62-090-21-10-SAT412003D-62CD20	\$ 670,000.00
	-62-090-21-10-HSF412003D-62CD20	 _330,000.00
·	62R-251-10-8915-02-SAT292003D-62CD30	2,280.00
	6210-771-10-20-SAT292002D-62AD33	51,121.00
4200010548	62-949-10-FD-HSF542003D-62FD01	100,000.00
	Total	\$1,153,401

The purpose of this modification is revise Attachment J-1, Performance Work Statement, WBS 8.0 to include 8.4 Outreach Support, provide an equitable adjustment for the change and to provide incremental funding pursuant to the "limitation of Funds" clause and Contractor's letter dated May 14, 2003. The foregoing action is further implemented by the inclusion of the following changes:

- 1. Clause B.2 paragraph (a) is hereby deleted in its entirety and the attached Clause B.2 paragraph (a) is substituted in lieu thereof (a vertical line in the right-hand margin indicates the specific areas of change).
- 2. Clause B.5 paragraph (a) is hereby deleted in its entirety and the attached Clause B.5 paragraph (a) is substituted in lieu thereof (a vertical line in the right-hand margin indicates the specific areas of change).
- 3. Attachment J-1, Performance Work Statement, WBS 8.0, pages J-1-16 and J-1-19 are hereby deleted in their entirety and the attached WBS 8.0, pages J-1-16 and J-1-19 are submitted in lieu thereof. (a vertical line in the right-hand margin indicates the specific areas of change).
- 4. The total equitable adjustment for the change is as follows:

Contract Year	Estimated Cost	Minimum Incentive Fee	Maximum Incentive Fee
Option Yr. 1 Option Yr. 2 Option Yr. 3 Option Yr. 4	\$ 75,216 \$102,720 \$105,751 \$108,899	\$ -0 - \$ -0 - \$ -0 - \$ -0 -	\$4,513 \$6,163 \$6,345 \$6,534
Total	\$392,586	\$ -0 -	\$23,555

5. In consideration of the modification(s) agreed to herein as complete equitable adjustment for the Contractor's proposal(s) for adjustment, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal(s) for adjustment.

Contract Change Identification	<u>Title</u>	Date	
Modification 17	Outreach Support	May 14,	2003

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

- (a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the services delineated in the Performance Work Statement (PWS) in attachment J-1.
- (b) The services will be procured under two separate schedules, Mission and Indefinite Delivery/Indefinite Quantity (IDIQ). The contract and supporting data are organized accordingly. Both schedules are being procured on a cost-plus-incentive-fee basis.
- (1) <u>Mission Schedule</u> will be used to procure services identified in Work Breakdown Structure (WBS) 1.0-10.3 of the PWS on a mission basis. In addition, this schedule will be used to procure all project management and administrative resources necessary to manage both the Mission and IDIQ contract schedules.
- (2) <u>IDIO Schedule</u> will be used to procure those services identified in WBS 11.0 of the PWS that cannot be sufficiently identified, predetermined or quantified in advance with an estimated value of \$25,000 or greater per task. Project management and administrative support resources necessary to support these tasks will be procured under the Mission Schedule.

(End of clause)

B.2 ESTIMATED COST AND CONTRACT FEES

(a) The total estimated cost and fees for the performance of this contract are as follows. Offerors are cautioned to include phase-in costs/fee in the base year value.

Contract Year	Schedule	Period Covered	Es	t. Cost	Provisional Est. Cost	Minimum Incentive Fee	Maximum Incentive Fee	<u>Tota</u>	l Value
Base Year	(A) Mission	02/15/02-2/14/03	\$	5,901,094	\$1,739,479	0	\$ 260,127	\$	7,900,700
Base Year	(B) Schedule	02/15/02-2/14/03	\$	652,598	0	0	\$ 39,156	\$	691,754
Option Yr. 1	(A) Mission	02/15/03-2/14/04	\$	6,329,600 🗸	0	0	\$ 279,306	\$	6,608,906
Option Yr. 1	(B) Schedule	02/15/03-2/14/04	\$	100,000	0	0	\$ 6,000	\$	106,000
Option Yr. 2	(A) Mission	02/15/04-2/14/05	\$	6,479,552	0	0	\$ 288,868	\$	6,768,420
Option Yr. 2	(B) Schedule	02/15/04-2/14/05	\$	100,000	0	0	\$ 6,000	\$	106,000

Option Yr. 3	(A) Mission	02/15/05-02/14/06	\$6,603,247	-0-	-0-	\$296,832	\$6,900,079	ı
Option Yr. 3	(B) IDIO	02/15/05-02/14/06	\$ 100,000	-0-	-0-	\$ 6,000	\$ 106,000	
Option Yr. 4	(A) Mission	02/15/06-02/14/07	\$6,727,214	-0-	-0-	\$304,808	\$7,032,022	I
Option Yr. 4	(B) IDIQ	02/15/06-02/14/07	\$ 100,000	-0-	-0-	\$ 6,000	\$ 106,000	

(b) The total incentive fee earned during the performance of this contract is as follows:

Contract Year Schedule Period Covered Available Incentive Fee Incentive Fee Fee Fearned Fee Incentive Fee Fee Fearned Fee Base Year (A) Mission 02/15/02-08/14/02 08/15/02-02/14/03 08/15/02-02/14/03 08/15/03-08/14/03 08/15/03-02/14/03 08/15/03-02/14/04 08/15/03-02/14/04 08/15/03-02/14/04 08/15/03-02/14/04 08/15/03-02/14/04 08/15/03-02/14/04 08/15/03-02/14/04 08/15/03-02/14/04 08/15/03-02/14/04 08/15/03-02/14/04 08/15/04-02/14/05 08/15/04-02/14/05 08/15/04-02/14/05 08/15/04-02/14/05 08/15/05-08/14/05 08/15/05-02/14/06 08/15/05-02/14/06 08/15/05-02/14/06 08/15/05-02/14/06 08/15/05-02/14/06 08/15/05-02/14/06 08/15/05-02/14/06 08/15/05-02/14/06 08/15/06-02/14/07 08/15/06-02/14/06 08/15/06-02/14/07 08/15/06-02/1				_Maximum		Unearned .	andre all the second
Base Year (A) Mission 02/15/02-08/14/02 \$130,065 \$127,464 \$2,601			Period .	Available	Incentive	Incentive	
Name	Contract Year	<u>Schedule</u>	Covered	<u>Incentive Fee</u>	<u>Fee Earned</u>	<u>Fee</u>	
Base Year (B) IDIQ 02/15/02-08/14/02 \$ 0 \$ 0 \$ 0* 08/15/02-02/14/03 TBD Option Yr. 1 (A) Mission 02/15/03-08/14/03 TBD Option Yr. 1 (B) IDIQ 02/15/03-08/14/04 TBD Option Yr. 2 (A) Mission 02/15/04-08/14/04 TBD Option Yr. 2 (B) IDIQ 02/15/04-08/14/05 TBD Option Yr. 2 (B) IDIQ 02/15/04-08/14/05 TBD Option Yr. 3 (A) Mission 02/15/04-08/14/05 TBD Option Yr. 3 (B) IDIQ 02/15/05-08/14/05 TBD Option Yr. 3 (B) IDIQ 02/15/05-08/14/05 TBD Option Yr. 4 (A) Mission 02/15/05-02/14/06 TBD Option Yr. 4 (B) IDIQ 02/15/06-08/14/06	Base Year	(A) Mission		\$130,065		\$2,601	
Option Yr. 1 (A) Mission 02/15/03-08/14/03 TBD 08/15/03-02/14/04 TBD 08/15/03-02/14/04 TBD 08/15/03-02/14/04 TBD 08/15/03-02/14/04 TBD 08/15/03-02/14/04 TBD 08/15/03-02/14/04 TBD TBD 08/15/04-02/14/05 TBD 08/15/04-02/14/05 TBD 08/15/04-02/14/05 TBD 08/15/04-02/14/05 TBD 08/15/04-02/14/05 TBD 08/15/05-08/14/05 TBD 08/15/05-02/14/06 TBD 08/15/06-02/14/07 TBD 08/15/06-02/14/07 TBD 08/15/06-02/14/07 TBD 08/15/06-02/14/07 TBD 08/15/06-02/14/07 TBD 08/15/06-02/14/07 TBD 08/15/06-02/14/06 TBD TBD 08/15/06-02/14/07 TBD 08/15/06-02/14/07 TBD 08/15/06-02/14/07 TBD 08/15/06-02/14/07 TBD 08/15/06-08/14/06	Base Year	(B) IDIQ	02/15/02-08/14/02	\$ 0	\$ 0	\$ 0*	
Option Yr. 1 (B) IDIQ 02/15/03-08/14/03 TBD 08/15/03-02/14/04 TBD 08/15/04-02/14/05 TBD 08/15/05-08/14/05 TBD 08/15/05-02/14/06 TBD 08/15/06-02/14/07 TBD 08/15/06-02/14/07 TBD 08/15/06-02/14/07 TBD 08/15/06-02/14/07 TBD 08/15/06-02/14/07 TBD 08/15/06-02/14/07 TBD 08/15/06-02/14/06 TBD 08/15/06-02/14/07 TBD 08/15/06-02/14/07 TBD 08/15/06-02/14/07 TBD 08/15/06-02/14/06 TBD 08/15/06-02/14/07 TBD 08/15/06-02/14/07 TBD 08/15/06-08/14/06	Option Yr. 1	(A) Mission	02/15/03-08/14/03		TBD		
Option Yr. 2 (A) Mission 02/\(\frac{15}{5}\)(04-08/14/04\) Option Yr. 2 (B) IDIQ 02/15/04-08/14/04 Option Yr. 3 (A) Mission 02/\(\frac{15}{5}\)(04-08/14/05\) Option Yr. 3 (A) Mission 02/\(\frac{15}{5}\)(05-08/14/05\) Option Yr. 3 (B) IDIQ 02/\(\frac{15}{5}\)(05-08/14/05\) Option Yr. 4 (A) Mission 02/\(\frac{15}{5}\)(05-02/14/06\) Option Yr. 4 (B) IDIQ 02/\(\frac{15}{5}\)(06-08/14/06\) Option Yr. 4 (B) IDIQ 02/\(\frac{15}{5}\)(06-08/\(\frac{14}{5}\)(06-08	Option Yr. 1	(B) IDIQ	02/15/03-08/14/03		TBD		,
Option Yr. 2 (B) IDIQ 02/15/04-08/14/04 TBD 08/15/04-02/14/05 TBD Option Yr. 3 (A) Mission 02/15/05-08/14/05 TBD 08/15/05-02/14/06 TBD 08/15/05-02/14/06 TBD 08/15/05-02/14/06 TBD 08/15/05-02/14/06 TBD 08/15/05-02/14/06 TBD Option Yr. 4 (A) Mission 02/15/06-08/14/06 TBD 08/15/06-02/14/07 TBD 08/15/06-02/14/07 TBD Option Yr. 4 (B) IDIQ 02/15/06-08/14/06 TBD	Option Yr. 2	(A) Mission	02/15/04-08/14/04		TBD		
08/15/04-02/14/05 Option Yr. 3 (A) Mission 02/15/05-08/14/05 Option Yr. 3 (B) IDIQ 02/15/05-08/14/05 Option Yr. 4 (A) Mission 02/15/06-08/14/06 Option Yr. 4 (B) IDIQ 02/15/06-08/14/07 Option Yr. 4 (B) IDIQ 02/15/06-08/14/06 TBD TBD TBD TBD TBD TBD TBD TB	Option Yr. 2	(B) IDIQ			TBD		
08/15/05-02/14/06 Option Yr. 3 (B) IDIQ 02/15/05-08/14/05 Option Yr. 4 (A) Mission 02/15/06-08/14/06 Option Yr. 4 (B) IDIQ 02/15/06-08/14/06 TBD TBD TBD TBD TBD TBD TBD TB	_	(A) Mission					
Option Yr. 4 (A) Mission 02/15/06-08/14/06 TBD Option Yr. 4 (A) Mission 02/15/06-08/14/06 TBD 08/15/06-02/14/07 TBD Option Yr. 4 (B) IDIQ 02/15/06-08/14/06 TBD	-	•					•
Option Yr. 4 (B) IDIQ 02/15/06-08/14/06 TBD	-	~	08/15/05-02/14/06		TBD		
Operon 11: 4 (b) 1512 027 137 00 007 117 00	Option Yr. 4	(A) Mission	08/15/06-02/14/07		TBD		
08/15/06-02/14/07 TBD	Option Yr. 4	(B) IDIQ	02/15/06-08/14/06 08/15/06-02/14/07		TBD TBD		

* No IDIQ tasks were physically completed during February 15, 2002, through August 14, 2002. All potential incentive fee associated with IDIQ tasks initiated during this period but not physically completed the reporting period will be rolled into the next reporting period (August 15, 2002, through February 14, 2003).

(End of clause)

B.3 <u>INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIO) SCHEDULE AND</u> ORDERING PROCEDURES

- (a) The Government requires the performance of the effort within the quantities set forth in paragraph (b) below on an IDIQ basis during the performance of this contract. These services will be ordered through the issuance of Task Orders (see Clause G.4), individually priced, and shall contain separate schedule and cost incentives to be used to evaluate performance and determine the amount of fee earned. The IDIQ schedule will be used for tasks with an estimated value of \$25,000 or greater per task as described in section 11.0 of the PWS.
- (b) In the event that the Government does not order the "minimum quantity" specified below during the applicable contract year, the Government's maximum obligation under this

available for the applicable contract year. In the event that the actual incentive fee earned is less than the provisional payment made, the Contractor shall submit to the Government, a credit voucher for the amount of such overpayment. At the Contracting Officer's discretion, should the determined estimate-at-completion (EAC) exceed the total contract value, provisional payment of cost incentive fee may be reduced or terminated.

(c) The Contracting Officer is the determining official for the amount of incentive fee that is earned.

(End of clause)

B.5 <u>CONTRACT FUNDING (1852.232-91 (JUN 1990)</u>

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$10,878,249. This allotment is for <u>Customer and Employee Relations (CaER) Directorate Support Services</u> and covers the following estimated period of performance: <u>February 15, 2002 through Sept 12, 2003.</u>
- (b) An additional amount of \$379,199 is obligated under this contract for payment of fee.
 - (c) Recapitulation of funding is as follows:

	Previous	This Action	<u>Total</u>
Estimated Cost	\$9,761,921	\$1,116,328	\$10,878,249
Provisional Incentive Fee	214,662	37,073	251,735
Incentive Fee Earned	127,464	0	127,464
Total Sum Allotted	\$10,104,047	\$1,153,401	\$11,257,448

(End of clause)

B.6 PREMIUM FOR SCHEDULED OVERTIME (MSFC 52.222-93) (AUG 1988)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

Period

Amount

- 7.5.3 The Contractor shall critique speeches from the Center Director, Deputy Center Director, and Associate Directors providing timely written and verbal feedback.
- 7.5.4 The Contractor shall support event planning that involves the Center Director, Deputy Center Director, and Associate Directors.
- 7.5.5 The Contractor shall develop and maintain electronic speech inserts and subject modules that can be easily incorporated into speeches written or presented by other Marshall managers. The Contractor shall provide electronic files of inserts suitable for printing and distributing to MSFC managers and employees.
 - 7.5.6 The Contractor shall coordinate within CaER, the Center's graphics departments, Marshall Programs and Projects, and other sources for appropriate, accurate, and consistent audiovisual materials for speeches and testimony.
 - 7.5.7 The Contractor shall ensure NASA's strategic messages are integrated into all speech products. The Contractor shall ensure all messages are consistent with MSFC's values.
 - 7.5.8 The Contractor shall coordinate closely within Marshall to integrate into speeches the tactical and strategic technology and science milestones of the Space Transportation, Science, Engineering, Flight Projects, and Space Shuttle Directorates.
 - 7.5.9 The Contractor shall integrate messages about the Center institutional, community, and employee issues.

8.0 GOVERNMENT and COMMUNITY RELATIONS SUPPORT

The Contractor shall provide support for Government and Community Relations in responding to written, telephone, and e-mail inquiries. The Contractor shall support the VIP Program through the assembly of packages and folders, and support the MSFC speaker's bureau. The Contractor shall be responsible for designing and implementing outreach strategies aimed at educating and informing Members of Congress and staff on MSFC related programs.

8.1 Public Inquiries

8.1.1 The Contractor shall provide in-depth responses to complex and general public inquiries requests on all NASA

8.2.5 The Contractor shall provide data to maintain the Speakers Bureau web page.

8.3 Administrative Services

- 8.3.1 The Contractor shall manage, for the Center Director, a schedule of appearances and speeches of senior management; receive, evaluate and coordinate requests; make recommendations regarding conflicts in requirements; and identify requirements for speechwriting, exhibits, audiovisual, and other support.
- 8.3.2 The Contractor shall create and maintain a database of elected officials, community leaders, Government and civic officials. The Contractor shall create and maintain mailing lists from the established database as directed.

8.4 Outreach Support

8.4.1 The Contractor will be responsible for a broad range of outreach initiatives that highlight and advance Marshall's roles and missions. This support will include working closely within Government and Community Relations Department in designing and implementing outreach strategies aimed at educating and informing Members of Congress and staff on MSFC related programs. This support will include building relationships with Aerospace associations and industry organizations; working directly with members of Congress, congressional staff and other government officials to create forums for advancing MSFC outreach objectives.

9.0 EDUCATION PROGRAMS SUPPORT

This will include all support to MSFC Education Programs
Department, including the operation of MSFC's Educator Resource Center,
which is located on the campus of the U.S. Space and Rocket Center in
Huntsville, Alabama. This will also include the management of the
university affairs effort and outreach activities within the MSFC
service area, which includes the states of Alabama, Arkansas, Tennessee,
Louisiana, Missouri, and Iowa.

9.1 Educator Resource Center

- 9.1.1 The Contractor shall operate the MSFC Educator Resource Center (ERC), located off-site at the U.S. Space and Rocket Center, to provide educators access to NASA information on state-of-the-art instructional technologies, expertise, and facilities that enhance the teaching of math, science, and technology education at all levels.
- 9.1.2 The Contractor shall respond to customer requests within 3 working days. The current hours of the ERC are 9 a.m. to 5 p.m., Monday through Friday and 2 to 4 p.m. on the first and third Saturdays. These hours may be subject to change, depending on NASA and customer needs.
- 9.1.3 The Contractor shall manage the day-to-day activities of the ERC to include, but not limited to, walk-in, telephone, mail and e-mail customers. The support for the ERC